

EXHIBIT 1

Case and Party Search Case and Event Search Arizona Judicial Branch

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Case Details

Results 1 - 1 of 1 for . (0.02 seconds)

Case Information

Search Case Number	Case Filing Date	Case Title	Case General Category Description	Case Category Short Description	Case Status	Court Name	Judicial Officer Name
CV2021012712000	08/11/2021	Mick Levin P L C, Et.AL. Vs. Medcopy Services Inc	Civil	150-199 - Other	01 - New Case	Maricopa County Superior	

Party Information

First Name	Middle Name	Last Name	Date Of Birth	Role	City	State	Vehicle Registration Hold
Mick		Levin		Attorney			N
		Mick Levin P L C		Plaintiff			N
		Bache & Lynch P L L C		Plaintiff			N
		American Medical Response Of Maricopa L L C		Defendant			N
		Medcopy Services Inc		Defendant			N
		Yuma Regional Medical Center		Defendant			N
		Hospital Development Of West Phoenix Inc		Defendant			N
		Orthopedic Specialists Of North America P L L C		Defendant			N
		Banner Medical Group		Defendant			N
		Sharecare Health Data Services L L C		Defendant			N
		Honorhealth		Defendant			N
		V H S Of Arrowhead Inc		Defendant			N
		Thomas Jefferson University Hospitals Inc		Defendant			N
ANDREW	M	FEDERHAR		Attorney			N
Marcos		Morales		Plaintiff			N
		Mayo Clinic Arizona		Defendant			N
John		Novac		Plaintiff			N
		Ciox Health L L C		Defendant			N
		Record Reproduction Services L L C		Defendant			N
		Scanstat Technologies L L C		Defendant			N

First Name	Middle Name	Last Name	Date Of Birth	Role	City	State	Vehicle Registration Hold
		V H S Acquisition Subsidiary Number 1 Inc		Defendant			N
		Healthsouth Valley Of The Sun Rehabilitation Hospital L L C		Defendant			N
		Tucson Medical Center		Defendant			N
		Sonoran Orthopaedic Trauma Surgeons P L L C		Defendant			N
		V H S Outpatient Clinics Inc		Defendant			N
		Central Phoenix Medical Clinic L L C		Defendant			N
		Banner Health		Defendant			N

Charge Information

Charge Code	Charge Description	Charge Class	Disposition	Disposition Date

Case Event Information

Event Type Description	Event Date	Preview Document	Add to Cart
SUM - Summons	08/11/2021		Add to Cart
SUM - Summons	08/11/2021		Add to Cart
NJT - Not Demand For Jury Trials	08/11/2021		Add to Cart
SUM - Summons	08/11/2021		Add to Cart
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COM - Complaint	08/11/2021		Add to Cart
SUM - Summons	08/11/2021		Add to Cart
SUM - Summons	08/11/2021		Add to Cart
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Event Type Description	Event Date	Preview Document	Add to Cart
SUM - Summons	08/11/2021		Add to Cart
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SUM - Summons	08/11/2021		Add to Cart
SUM - Summons	08/11/2021		Add to Cart
WSS - Waiver Of Service Of Summons	09/02/2021		Add to Cart
NAR - Notice Of Appearance	09/03/2021		Add to Cart
MTA - Motion To Amend	08/26/2021		Add to Cart
CAN - Credit Memo Appearance Fee Paid	09/15/2021		Add to Cart
AFM - Affidavit of Service Registered/Certified Mail	09/09/2021		Add to Cart

Hearing Information

CourtRoom Description	Date	Description	Description
No data available in table			



Notice of Service of Process

null / ALL
Transmittal Number: 23660709
Date Processed: 08/20/2021

Primary Contact: Kim Smith
CIOX Health, LLC
925 N Point Pkwy
Ste 350
Alpharetta, GA 30005-5214

Electronic copy provided to: Yenise Molina
Dart Jackson

Entity: CIOX Health, LLC
Entity ID Number 2197397

Entity Served: Ciox Health, LLC

Title of Action: Mick Levin, PLC, E vs. Medicopy Services, Inc., dba Medicopy,

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: Maricopa County Superior Court, AZ

Case/Reference No: CV2021-012712

Jurisdiction Served: Arizona

Date Served on CSC: 08/19/2021

Answer or Appearance Due: 20 Days

Originally Served On: CSC

How Served: Regular Mail

Sender Information: Mick Levin
480-865-3051

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

1 **MICK LEVIN, ESQ.**, (SBN 021891)

2 micklewin@mlplc.com

3 **MICK LEVIN, P.L.C.**

3401 N. 32nd Street

Phoenix, AZ 85018

Ph: 480-865-3051 / 866-707-7222

Fax: 800-385-1684

Attorneys for Plaintiffs

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9
10 Mick Levin, PLC., an Arizona Professional
11 Limited Liability Company; Bache & Lynch,
12 PLLC, an Arizona Professional Limited
13 Liability Company; Marcos Morales, an adult
individual; John Novac, an adult individual;

14 Plaintiffs,

15 v.

16 Medicopy Services, Inc., d/b/a Medicopy, a
17 Foreign For-Profit (Business) Corporation;
18 American Medical Response of Maricopa,
19 LLC, a Foreign Limited Liability Company;
20 Mayo Clinic Arizona, an Arizona Nonprofit
21 Corporation; Ciox Health, LLC d/b/a IOD
22 Incorporated, a Foreign Limited Liability
23 Company; Ciox Health, LLC, a Foreign
24 Limited Liability Company; Hospital
25 Development of West Phoenix, Inc. d/b/a
26 Abrazo West Campus a Foreign For-Profit
(Business) Corporation; Yuma Regional
Medical Center, an Arizona Nonprofit
Corporation; Orthopedic Specialists of North
America, PLLC d/b/a OrthoArizona, an
Arizona Professional Limited Liability
Company; Record Reproduction Services,
LLC, a Foreign Limited Liability Company;

Case No. CV2021-012712

**WAIVER OF SERVICE RE:
DEFENDANT
Ciox Health, LLC**

Record Reproduction Services, LLC d/b/a
 RRS Medical, LLC, a Foreign Limited
 Liability Company; ScanStat Technologies,
 LLC, a Foreign Limited Liability Company;
 Banner Medical Group d/b/a The Orthopedic
 Clinic Association, an Arizona Nonprofit
 Corporation; Sharecare Health Data
 Services, LLC, a Foreign Limited Liability
 Company; HonorHealth, an Arizona
 Nonprofit Corporation; Sonoran Orthopaedic
 Trauma Surgeons, PLLC, an Arizona
 Professional Limited Liability Company;
 Tucson Medical Center, an Arizona Nonprofit
 Corporaton; VHS Acquisition Subsidiary
 Number 1, Inc. d/b/a Abrazo Scottsdale
 Campus, an Arizona For-Profit Health Care
 Corporation; HealthSouth Valley of the Sun
 Rehabilitation Hospital, LLC d/b/a
 Encompass Health Valley of the Sun, a
 Foreign Limited Liability Company; VHS
 Outpatient Clinics, Inc., d/b/a Abrazo Medical
 Group, a Foreign For-Profit Health Care
 Corporation; VHS of Arrowhead, Inc. d/b/a
 Abrazo Arrowhead, a Foreign For-Profit
 Health Care Corporation; Central Phoenix
 Medical Clinic, LLC, an Arizona Limited
 Liability Company; Banner Health d/b/a
 Banner Del E Webb Medical Center, an
 Arizona Nonprofit Corporation; Thomas
 Jefferson University Hospitals, Inc., a
 Foreign Non-Profit Health Care Corporation;

Defendants.

TO: Plaintiffs and Mick Levin, attorney:

I, _____, acknowledge receipt of your request that I waive
 service of summons upon **Ciox Health, LLC**. in the above captioned action in the
 Superior Court of the State of Arizona in and for the County of Maricopa.

1 I have received a copy of the complaint in the action, two copies of this
2 instrument, and a means by which I can return the signed waiver to you without
3 cost to me. I agree to save the cost of service of a summons and an additional copy
4 of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I
5 am acting) be served with judicial process in the manner provided by the Arizona
6 Rules of Civil Procedure.
7

8 I (or the entity on whose behalf I am acting) will retain all defenses or
9 objections to the lawsuit or to the jurisdiction or venue of the court except for objec-
10 tions based on a defect in the summons or in the service of the summons.
11

12 I understand that a judgment may be entered against me (or the party on
13 whose behalf I am acting) if an answer or motion under Rule 12 is not served upon
14 you within sixty (60) days after the Request for Waiver of Service of Summons was
15 sent, or within ninety (90) days after that date if the request was sent outside the
16 United States.
17

18 DATED this _____ day of _____, 2021
19

20 _____
21 Representative for **Ciox Health, LLC**
22
23
24
25
26

DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS

Rule 4.1 and Rule 4.2 of the Arizona Rules of Civil Procedure require certain parties to cooperate in saving unnecessary costs of service of the summons and the pleading. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and also must file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

1 **MICK LEVIN, ESQ.**, (SBN 021891)
micklelevin@mlplc.com

2 **MICK LEVIN, P.L.C.**

3 3401 N. 32nd Street

4 Phoenix, AZ 85018

5 Ph: 480-865-3051 / 866-707-7222

6 Fax: 800-385-1684

Attorneys for Plaintiffs

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9
10 Mick Levin, PLC., an Arizona Professional
11 Limited Liability Company; Bache & Lynch,
12 PLLC, an Arizona Professional Limited
13 Liability Company; Marcos Morales, an adult
14 individual; John Novac, an adult individual;

15 Plaintiffs,

16 v.

17 Medicopy Services, Inc., d/b/a Medicopy, a
18 Foreign For-Profit (Business) Corporation;
19 American Medical Response of Maricopa,
20 LLC, a Foreign Limited Liability Company;
21 Mayo Clinic Arizona, an Arizona Nonprofit
22 Corporation; Ciox Health, LLC d/b/a IOD
23 Incorporated, a Foreign Limited Liability
24 Company; Ciox Health, LLC, a Foreign
25 Limited Liability Company; Hospital
26 Development of West Phoenix, Inc. d/b/a
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(Business) Corporation; Yuma Regional
Medical Center, an Arizona Nonprofit
Corporation; Orthopedic Specialists of North
America, PLLC d/b/a OrthoArizona, an
Arizona Professional Limited Liability
Company; Record Reproduction Services,
LLC, a Foreign Limited Liability Company;

Case No. CV2021-012712

**WAIVER OF SERVICE RE:
DEFENDANT
Ciox Health, LLC**

Record Reproduction Services, LLC d/b/a
 RRS Medical, LLC, a Foreign Limited
 Liability Company; ScanStat Technologies,
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 Banner Medical Group d/b/a The Orthopedic
 Clinic Association, an Arizona Nonprofit
 Corporation; Sharecare Health Data
 Services, LLC, a Foreign Limited Liability
 Company; HonorHealth, an Arizona
 Nonprofit Corporation; Sonoran Orthopaedic
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 Number 1, Inc. d/b/a Abrazo Scottsdale
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 Rehabilitation Hospital, LLC d/b/a
 Encompass Health Valley of the Sun, a
 Foreign Limited Liability Company; VHS
 Outpatient Clinics, Inc., d/b/a Abrazo Medical
 Group, a Foreign For-Profit Health Care
 Corporation; VHS of Arrowhead, Inc. d/b/a
 Abrazo Arrowhead, a Foreign For-Profit
 Health Care Corporation; Central Phoenix
 Medical Clinic, LLC, an Arizona Limited
 Liability Company; Banner Health d/b/a
 Banner Del E Webb Medical Center, an
 Arizona Nonprofit Corporation; Thomas
 Jefferson University Hospitals, Inc., a
 Foreign Non-Profit Health Care Corporation;

Defendants.

TO: Plaintiffs and Mick Levin, attorney:

I, _____, acknowledge receipt of your request that I waive
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 Superior Court of the State of Arizona in and for the County of Maricopa.

1 I have received a copy of the complaint in the action, two copies of this
2 instrument, and a means by which I can return the signed waiver to you without
3 cost to me. I agree to save the cost of service of a summons and an additional copy
4 of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I
5 am acting) be served with judicial process in the manner provided by the Arizona
6 Rules of Civil Procedure.
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8 I (or the entity on whose behalf I am acting) will retain all defenses or
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10 tions based on a defect in the summons or in the service of the summons.
11

12 I understand that a judgment may be entered against me (or the party on
13 whose behalf I am acting) if an answer or motion under Rule 12 is not served upon
14 you within sixty (60) days after the Request for Waiver of Service of Summons was
15 sent, or within ninety (90) days after that date if the request was sent outside the
16 United States.
17

18 DATED this _____ day of _____, 2021
19

20 _____
21 Representative for **Ciox Health, LLC**
22
23
24
25
26

DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS

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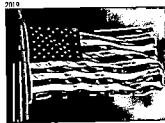
A defendant who waives service must, within the time specified on the waiver form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and also must file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

MICK LEVIN, P.L.C.

ATTORNEYS AT LAW

3401 N. 32ND STREET

PHOENIX, ARIZONA 85018



FOREVER / USA

Mick Levin, PLC

3401 N 32nd st

Phoenix, AZ 85018

MICK LEVIN
ATTORNEY
MICKLEVIN@MLPLC.COM

MICK LEVIN P.L.C.

ATTORNEYS AT LAW

ALEXANDRA G. VAN DUFFELEN
ATTORNEY
ALEX@MLPLC.COM

JOHN ROBERTSON
ATTORNEY
JOHNROBERTSON@MLPLC.COM

STEWART GROSS
ATTORNEY - OF COUNSEL
STEWART@SFGROSSLAW.COM

August 17, 2021
VIA US MAIL ONLY:

Ciox Health, LLC
c/o Statutory Agent
Corporation Service Company
8825 N. 23rd Ave., Ste. 100
Phoenix, AZ 85021

RE: Mick Levin, PLC v Mediacopy et al

Dear Sir/Madam:

Enclosed please find the Complaint and Summons, which have been filed with the Court in the above-named action. I have also enclosed two copies of a Waiver of Service. Please sign one Waiver where indicated and return it to my office in the enclosed self-addressed, stamped envelope. The other Waiver is for you to keep for your records.

You should forward a copy of these documents to your insurance company as soon as possible.

Should you have any questions or concerns regarding this matter, please contact your insurance company.

Sincerely,


Mick Levin
ML/cb

Enclosures as stated

Clerk of the Superior Court
*** Electronically Filed ***
C. Cuellar, Deputy
8/11/2021 2:38:48 PM
Filing ID 13237960

Person/Attorney Filing: Mick Levin
Mailing Address: 3401 N. 32nd Street
City, State, Zip Code: Phoenix, AZ 85018
Phone Number: (480)865-3051
E-Mail Address: micklewin@mlplc.com
[] Representing Self, Without an Attorney
(If Attorney) State Bar Number: 021891, Issuing State: AZ

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Mick Levin, PLC, et al.

Plaintiff(s),

Case No. CV2021-012712

v.

Medicopy Services, Inc., DBA

SUMMONS

Medicopy, et al.

Defendant(s).

To: Ciox Health, LLC

WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons.
2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Clerk of the Superior Court, 201 W. Jefferson, Phoenix, Arizona 85003 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>. Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons.
Note: If you do not file electronically you will not have electronic access to the documents in this case.
3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If this Summons and the other court papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS from the date of service, not counting the day of service.

Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding.

GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of MARICOPA

SIGNED AND SEALED this Date: *August 11, 2021*

JEFF FINE
Clerk of Superior Court

By: *CECILIA CUELLAR*
Deputy Clerk



Requests for an interpreter for persons with limited English proficiency must be made to the division assigned to the case by the party needing the interpreter and/or translator or his/her counsel at least ten (10) judicial days in advance of a scheduled court proceeding.

If you would like legal advice from a lawyer, contact Lawyer Referral Service at 602-257-4434 or <https://maricopabar.org>. Sponsored by the Maricopa County Bar Association.

Clerk of the Superior Court
*** Electronically Filed ***
C. Cuellar, Deputy
8/11/2021 2:38:48 PM
Filing ID 13237954

1 **MICK LEVIN, ESQ.**, (SBN 021891)

micklewin@mlplc.com

2 **MICK LEVIN, P.L.C.**

3401 N. 32nd Street

Phoenix, AZ 85018

Ph: 480-865-3051 / 866-707-7222

4 Fax: 800-385-1684

5 *Attorneys for Plaintiffs*

6
7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9 Mick Levin, PLC., an Arizona Professional
10 Limited Liability Company; Bache & Lynch,
11 PLLC, an Arizona Professional Limited
12 Liability Company; Marcos Morales, an
13 adult individual; John Novac, an adult
14 individual;

15 Plaintiffs,

16 v.

17 Medcopy Services, Inc., d/b/a Medcopy, a
18 Foreign For-Profit (Business) Corporation;
19 American Medical Response of Maricopa,
20 LLC, a Foreign Limited Liability Company;
21 Mayo Clinic Arizona, an Arizona Nonprofit
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Incorporated, a Foreign Limited Liability
Company; Ciox Health, LLC, a Foreign
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Development of West Phoenix, Inc. d/b/a
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Medical Center, an Arizona Nonprofit
Corporation; Orthopedic Specialists of
North America, PLLC d/b/a OrthoArizona,
an Arizona Professional Limited Liability

Case No. CV2021-012712

DEMAND FOR JURY TRIAL

1 Company; Record Reproduction Services,
2 LLC, a Foreign Limited Liability Company;
3 Record Reproduction Services, LLC d/b/a
4 RRS Medical, LLC, a Foreign Limited
5 Liability Company; ScanStat Technologies,
6 LLC, a Foreign Limited Liability Company;
7 Banner Medical Group d/b/a The
8 Orthopedic Clinic Association, an Arizona
9 Nonprofit Corporation; Sharecare Health
10 Data Services, LLC, a Foreign Limited
11 Liability Company; HonorHealth, an
12 Arizona Nonprofit Corporation; Sonoran
13 Orthopaedic Trauma Surgeons, PLLC, an
14 Arizona Professional Limited Liability
15 Company; Tucson Medical Center, an
16 Arizona Nonprofit Corporaton; VHS
17 Acquisition Subsidiary Number 1, Inc. d/b/a
18 Abrazo Scottsdale Campus, an Arizona
19 For-Profit Health Care Corporation;
20 HealthSouth Valley of the Sun
21 Rehabilitation Hospital, LLC d/b/a
22 Encompass Health Valley of the Sun, a
Foreign Limited Liability Company; VHS
Outpatient Clinics, Inc., d/b/a Abrazo
Medical Group, a Foreign For-Profit Health
Care Corporation; VHS of Arrowhead, Inc.
d/b/a Abrazo Arrowhead, a Foreign For-
Profit Health Care Corporation; Central
Phoenix Medical Clinic, LLC, an Arizona
Limited Liability Company; Banner Health
d/b/a Banner Del E Webb Medical Center,
an Arizona Nonprofit Corporation; Thomas
Jefferson University Hospitals, Inc., a
Foreign Non-Profit Health Care
Corporation;
Defendants.

THIS SPACE IS LEFT INTENTIONALLY BLANK

1 Plaintiffs, pursuant to the Arizona Rules of Civil Procedure, hereby
2 requests that this matter be tried to a jury.

3
4 DATED this 11th day of August, 2021

5 MICK LEVIN, P.L.C.

6 /s/ Mick Levin

7 Mick Levin

8 *Attorneys for Plaintiffs*
9
10
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21
22

1 **MICK LEVIN, ESQ.,** (SBN 021891)
micklelevin@mlplc.com

2 **MICK LEVIN, P.L.C.**
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Ph: 480-865-3051 / 866-707-7222
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5 *Attorneys for Plaintiffs*

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8 **IN AND FOR THE COUNTY OF MARICOPA**

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14 v.

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North America, PLLC d/b/a OrthoArizona,
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Case No. CV2021-012712

COMPLAINT

(Declaratory Judgment)

1 Company; Record Reproduction Services,
2 LLC, a Foreign Limited Liability Company;
3 Record Reproduction Services, LLC d/b/a
4 RRS Medical, LLC, a Foreign Limited
5 Liability Company; ScanStat Technologies,
6 LLC, a Foreign Limited Liability Company;
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d/b/a Abrazo Arrowhead, a Foreign For-
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Limited Liability Company; Banner Health
d/b/a Banner Del E Webb Medical Center,
an Arizona Nonprofit Corporation; Thomas
Jefferson University Hospitals, Inc., a
Foreign Non-Profit Health Care
Corporation;

Defendants.

For their complaint against Defendants, Plaintiffs plead as follows:

Jurisdictional Allegations

- 1 1. At all times material hereto, Plaintiff Mick Levin, PLC was an Arizona
2 Professional Limited Liability Company with a principal place of business in
3 Maricopa County, Arizona.
- 4 2. At all times material hereto, Plaintiff Bache & Lynch, PLLC was an Arizona
5 Professional Limited Liability Company with a principal place of business in
6 Pima County, Arizona.
- 7 3. At all times material hereto, Plaintiff Marcos Morales, was a resident of
8 Maricopa County, Arizona.
- 9 4. At all times material hereto, Plaintiff John Novac, was a resident of
10 Maricopa County, Arizona.
- 11 5. At all times material hereto, Defendant Medictory Services, Inc. d/b/a
12 Medictory ("Medictory"), was a Tennessee For-Profit Document
13 Management Services Corporation.
- 14 6. At all times material hereto, Defendant American Medical Response of
15 Maricopa, LLC., was a Delaware Limited Liability Company doing business
16 in Maricopa County, Arizona.
- 17 7. At all times material hereto, Defendant Central Phoenix Medical Clinic,
18 LLC, was an Arizona Limited Liability Company.
- 19 8. At all times material hereto, Defendant Ciox Health, LLC d/b/a IOD
20 Incorporated was a Georgia Limited Liability Company.
- 21 9. At all times material hereto, Defendant Mayo Clinic Arizona was an
22 Arizona Domestic Nonprofit Corporation.

1 10. At all times material hereto, Defendant Ciox Health, LLC. was a Georgia
2 Limited Liability Company.

3 11. At all times material hereto, Defendant Hospital Development of West
4 Phoenix, Inc., d/b/a Abrazo West Campus ("Abrazo West Campus") was a
5 Delaware For-Profit Health Care Corporation doing business in Maricopa
6 County, Arizona.

7 12. At all times material hereto, Defendant Vanguard Health Management, Inc.
8 d/b/a Abrazo Community Health Network ("Abrazo Community Health
9 Network") was a Delaware For-Profit Health Care Corporation doing
10 business in Maricopa County, Arizona.

11 13. At all times material hereto, Defendant Yuma Regional Medical Center was
12 an Arizona Nonprofit Corporation.

13 14. At all times material hereto, Defendant Orthopedic Specialists of North
14 America d/b/a OrthoArizona ("OrthoArizona") was an Arizona Professional
15 Limited Liability Company.

16 15. At all times material hereto, Defendant Record Reproduction Services,
17 LLC was a Delaware Limited Liability Company.

18 16. At all times material hereto, Defendant Record Reproduction Services,
19 LLC d/b/a RS Medical, LLC ("RRS Medical") was a Delaware Limited
20 Liability Company.

21 17. At all times material hereto, Defendant ScanStat Technologies, LLC was a
22 Delaware Limited Liability Company.

18. At all times material hereto, Defendant Dignity Health was a California Nonprofit Corporation doing business in Maricopa County, Arizona.

19. At all times material hereto, Defendant Banner Medical Group d/b/a The Orthopedic Clinic Association ("Orthopedic Clinic") was an Arizona Nonprofit Corporation.

20. At all times material hereto, Defendant Sharecare Health Data Services ("Sharecare") was a Delaware Limited Liability Company.

21. At all times material hereto, Defendant HonorHealth was an Arizona Domestic Nonprofit Corporation.

22. At all times material hereto, Defendant Sonoran Orthopaedic Trauma Surgeons, PLLC ("Sonoran Orthopedic") was an Arizona Professional Limited Liability Company.

23. At all times material hereto, Defendant VHS Acquisition Subsidiary Number 1, Inc. d/b/a Abrazo Scottsdale Campus ("Abrazo Scottsdale Campus") was an Arizona For-Profit Health Care corporation.

24. At all times material hereto, Defendant HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun ("Encompass Health") was a Delaware Limited Liability Company doing business in Maricopa County, Arizona.

25. At all times material hereto, Defendant VHS Outpatient Clinics, Inc., d/b/a Abrazo Medical Group ("Abrazo Medical Group") was a Delaware For-

Profit Health Care corporation doing business in Maricopa County, Arizona.

26. At all times material hereto, Defendant VHS of Arrowhead, Inc., d/b/a Abrazo Arrowhead ("Abrazo Arrowhead") was a Delaware For-Profit Health Care corporation doing business in Maricopa County, Arizona.

27. At all times material hereto, Defendant Thomas Jefferson University Hospital, Inc. ("Jefferson Medical Group") was a Pennsylvania corporation doing business in Pennsylvania.

28. At all times material hereto, Defendants American Medical Response of Maricopa, LLC, Mayo Clinic Arizona, Abrazo West Campus, Abrazo Community Health Network, Abrazo Scottsdale Camps, Abrazo Medical Group, Abrazo Arrowhead, Yuma Regional Medical Center, OrthoArizona, DignityHealth, Orthopedic Clinic, HonorHealth, Sonoran Orthopedic, Central Phoenix Medical Clinic, LLC, Jefferson Medical Group, Banner Health, and Encompass Health (collectively, "Health Care Provider Defendants") were providers of health care related services.

29. Venue and jurisdiction are proper in this court. Defendants caused the acts giving rise to this declaratory relief action to occur in Maricopa County, Arizona. Plaintiffs are residents of Arizona.

Class Action Certification

30. Plaintiffs Mick Levin, PLC, and Bache & Lynche, PLLC bring this action under Rule 23 of the Arizona Rules of Civil Procedure. Plaintiffs Mick

1 Levin, PLC and Bache & Lynche, PLLC bring this action on their own
2 behalf and on behalf of Sub Class 1, pursuant to Rule 23(a) and 23(b)(2)
3 of Ariz. R. Civ. P. Sub Class 1 consists of:

- 4 a. Similarly situated law firms where individuals request medical
5 providers send their records to;
6 b. Where the personal injury law firms who are being issued invoices
7 and billed for medical records requests not made by them.

8 31. Plaintiffs John Novac and Marcos Morales bring this action under Rule 23
9 of the Arizona Rules of Civil Procedure. Plaintiffs John Novac and Marcos
10 Morales bring this action on their own behalf and on behalf of Sub Class 2,
11 pursuant to Rule 23(a) and 23(b)(2) of Ariz. R. Civ. P. Sub Class 2 consists
12 of:

- 13 a. Similarly situated individuals who request their own medical records
14 from health care providers
15 b. Whose health care providers have refused to provide them part or all
16 of their records after having received a request from those who
17 qualify under Sub Class 1 for such records.

18 32. The requirements of Ariz. R. Civ. P. 23(a) and 23(b)(2), are met, as set
19 forth below.

20 33. Arizona Courts view federal cases construing Rule 23 as authoritative.
21 Under federal law, more than forty class members satisfies the numerosity
22 requirement. With regard to the standard of proof necessary to satisfy

1 class numerosity requirements, “[it] is not necessary that the members of
2 the class be so clearly identified that any member can be presently
3 ascertained. [cite omitted] The court may draw a reasonable inference of
4 the size of the class from the facts before it.” *Sherman v. Griepentrop*, 775
5 F.Supp. 1283, 1389 (D. Nev. 1991).

6 34. Pre-filing research conclusively establishes that the numerosity
7 requirement is easily satisfied with regard to Sub Class 1 and Sub Class 2.
8 It is common practice for patients who are personal injury claimants
9 (“patients/claimants”) to request their medical records be sent to a law
10 firms that represent the patients/claimants. Although the law firms are not
11 the requesting parties, it is common practice for medical providers, such as
12 the Health Care Provider Defendants and/or their agents, to send an
13 invoice to the law firms, rather than the patients/claimants who request the
14 medical records be sent to the law firms. On occasion, a patient/claimant
15 may request a medical provider such as the Health Care Provider
16 Defendants provide the patient/claimant with their own medical records
17 after requesting a medical provider, such as the Health Care Provider
18 Defendants, provide their records to a law firm and for such medical
19 providers, such as Health Care Provider Defendants, to refuse to provide
20 patients/claimants with their full medical records upon request.

21 35. The commonality requirement “requires simply that there exist a question
22 of law or fact common to the class.” *Lennon v. First National Bank of*

1 *Arizona*, 21 Ariz. App. 306, 309 (1974). “The existence of share legal
2 issues with divergent factual predicates is sufficient, as is a common core
3 of salient facts coupled with disparate legal remedies within the class.”
4 *Parra v. Bashas’ Inc.*, 536 F.3d 975, 978 (9th Cir. 2008).

5 36. Class members of Sub Class 1 are Arizona resident personal injury law
6 firms. Defendants are medical providers and their agents sending medical
7 records to law firms in Arizona. All events at issue occurred in Arizona.
8 One statute of limitation applies on each cause of action. Only Arizona
9 affirmative defenses apply. The only legal issue is whether Health Care
10 Provider Defendants, through their agents, have a contract with Sub Class
11 1 members. Likewise, the factual issues are virtually identical.

12 37. Class members of Sub Class 2 are Arizona residents and Defendants are
13 medical providers and their agents operating in Arizona. One state statute
14 of limitation applies on each cause of action. Only Arizona affirmative
15 defenses apply. The only legal issue is whether Health Care Provider
16 Defendants are required to provide full medical records to patients upon
17 request. The facts as set forth in the proposed class definition provide for
18 little factual variance.

19 38. As with the numerosity requirement, Arizona courts follow the Federal
20 requirements for typicality: “[U]nder the rule’s permissive standards,
21 representative claims are ‘typical’ if they are reasonably coextensive with
22 those of absent class members; they need not be substantially identical.”

1 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998); *Staton v.*
2 *Boeing*, 327 F.3d 938, 957 (9th Cir. 2003).

3 39. With respect to Sub Class 1, class representatives are in a factual and
4 legal posture identical to the class members. All are Arizona personal
5 injury law firms. All have not requested medical records sent to them,
6 rather, patients/claimants have requested medical records sent to the
7 Arizona personal injury law firms. In each instance, the Health Care
8 Provider Defendants and/or their agents have billed the personal injury law
9 firm for records requested by a patient of Health Care Provider
10 Defendants.

11 40. With respect to Sub Class 2, class representatives are in a factual and
12 legal posture identical to the class members. All are Arizona residents. All
13 have requested their own medical records from providers after having
14 requested their medical records be sent to a law firm. In each case, the
15 medical provider has refused to provide the Arizona resident their
16 complete records.

17 41. The adequacy element consists of both the adequacy of named plaintiff's
18 counsel, and the adequacy of representation provided in protecting the
19 different, separate, and distinct interest of the class members. In the
20 present case, Plaintiff's counsel is capable of adequately representing both
21 Sub Class 1 and Sub Class 2. Furthermore, Plaintiff's interests are not
22 antagonistic to the rest of the class.

42. Sub Class 1 and Sub Class 2 seeks certification pursuant to Ariz. R. Civ. P. 23(b)(2).

43. Rule 23(b)(2) certification is appropriate if “the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.” Ariz. R. Civ. P. 23(b)(2).

44. Arizona has no relevant published case law on this point. Federal law states: “[I]n order to permit certification under this rule, the claim for monetary damages must be secondary to the primary claim for injunctive or declaratory relief.” *Molski v. Gleich*, 318 F.3d 937, 947 (9th Cir. 2003). A Rule 23(b)(2) claim is not limited solely to declaratory and injunctive relief, but such relief must predominate. *Id.*

45. Defendants have acted on grounds that apply generally to the class. Health Care Provider Defendants have invoiced/charged members of Sub Class 1 themselves or through their agents for records members of Sub Class 1 did not request. Health Care Provider Defendants have refused to give members of Sub Class 2 their complete medical records as members of Sub Class 2 are entitled under law.

46. Sub Class 1 and Sub Class 2 meet the criterion for Rule 23(b)(2) certification in that members of Sub Class 1 and Sub Class 2 only seek declaratory relief.

COUNT I – Declaratory Judgment
(Sub Class 1)

47. Plaintiffs reiterate the foregoing as if fully reproduced herein.

48. Defendant American Medical Response of Maricopa, LLC's patient, Mable Woo, requested medical records from her treatment be sent to Plaintiff Mick Levin, PLC.

49. Upon information and belief, Defendant Medcopy is Defendant American Medical Response of Maricopa, LLC's agent.

50. Upon information and belief, Defendant American Medical Response of Maricopa, LLC contracted with Defendant Medcopy to manage medical record requests. Defendant Medcopy sent the records and issued Plaintiff Mick Levin, PLC., an invoice for the records requested by Defendant American Medical Response of Maricopa, LLC's patient.

51. Defendant Jefferson Medical Group's patient, Shamika Cohen, requested medical records from her treatment be sent to Plaintiff Mick Levin, PLC.

52. Upon information and belief, Defendant Ciox Health, LLC is Defendant Jefferson Medical Group's agent.

53. Upon information and belief, Defendant Jefferson Medical Group contracted with Defendant Ciox Health, LLC to manage medical record requests. Defendant Ciox Health, LLC sent the records and issued Plaintiff Mick Levin, PLC., an invoice for the records requested by Defendant Jefferson medical Group's patient.

1 54. Defendant Mayo Clinic Arizona's patient, Linda Benmour, requested
2 medical records from her treatment be sent to Plaintiff Mick Levin, PLC.

3 55. Upon information and belief, Defendant Ciox Health, LLC d/b/a IOD
4 Incorporated is Defendant Mayo Clinic Arizona's agent.

5 56. Upon information and belief, Defendant Mayo Clinic Arizona contracted
6 with Defendant Ciox Health, LLC d/b/a IOD Incorporated to manage
7 medical record requests. Defendant Ciox Health, LLC d/b/a IOD
8 Incorporated sent the records and issued Plaintiff Mick Levin, PLC, an
9 invoice for the records requested by Defendant Mayo Clinic Arizona's
10 patient.

11 57. Defendant Abrazo West Campus' patient, Kristin Hart, requested medical
12 records from her treatment be sent to Plaintiff Mick Levin, PLC.

13 58. Upon information and belief, Defendant Ciox Health, LLC is Defendant
14 Abrazo West Campus' agent.

15 59. Upon information and belief, Defendant Abrazo West Campus contracted
16 with Defendant Ciox Health, LLC to manage medical record requests.
17 Defendant Ciox Health, LLC sent the records and issued Plaintiff Mick
18 Levin, PLC, an invoice for the records requested by Abrazo West Campus'
19 patient.

20 60. Defendant Abrazo Community Health Network's patient, Emmett Pipkins,
21 requested medical records from his treatment be sent to Plaintiff Mick
22 Levin, PLC.

1 61. Upon information and belief, Defendant Ciox Health, LLC is Defendant
2 Abrazo Community Health Network's agent.

3 62. Upon information and belief, Defendant Abrazo Community Health
4 Network contracted with Defendant Ciox Health, LLC to manage medical
5 record requests. Defendant Ciox Health, LLC sent the records and issued
6 Plaintiff Mick Levin, PLC, an invoice for the records requested by
7 Defendant Abrazo Community Health Network's patient.

8 63. Defendant Yuma Regional Medical Center's patient, Jose Ortiz, requested
9 medical records from his treatment be sent to Plaintiff Mick Levin, PLC.

10 64. Upon information and belief, Defendant Ciox Health, LLC is Defendant
11 Yuma Regional Medical Center's agent.

12 65. Upon information and belief, Defendant Yuma Regional Medical Center
13 contracted with Defendant Ciox Health, LLC. to manage medical record
14 requests. Defendant Ciox Health, LLC sent the records and issued Plaintiff
15 Mick Levin, PLC an invoice for the records requested by Defendant Yuma
16 Regional Medical Center's patient.

17 66. Defendant Encompass Health's patient, Kristin Hart, requested records of
18 her medical treatment be sent to Plaintiff Mick Levin, PLC.

19 67. Upon information and belief, Defendant Ciox Health, LLC is Defendant
20 Encompass Health's agent.

21 68. Upon information and belief, Defendant Encompass Health contracted with
22 Defendant Ciox Health, LLC to manage medical record requests.

1 Defendant Ciox Health, LLC sent the records and issued Plaintiff Mick
2 Levin, PLC an invoice for the records Plaintiff's client requested from
3 Defendant Encompass.

4 69. Defendant OrthoArizona's patients, Janice Parker and Jennifer Darchuk,
5 requested records of their medical treatment be sent to Plaintiff Mick Levin,
6 PLC.

7 70. Upon information and belief, Defendant RRS Medical is Defendant
8 OrthoArizona's agent.

9 71. Upon information and belief, Defendant OrthoArizona contracted with
10 Defendant RRS Medical to manage medical record requests. Defendant
11 RRS Medical sent the records and issued Plaintiff Mick Levin, PLC
12 invoices for records requested Defendant OrthoArizona's patients.

13 72. Defendant Dignity Health's patients, Lorenza Alonzo and Aguero Molina,
14 requested records of their medical treatment be sent to Plaintiff Mick Levin,
15 PLC.

16 73. Upon information and belief, Defendant ScanStat Technologies, LLC is
17 Defendant Dignity Health's agent.

18 74. Upon information and belief, Defendant Dignity Health contracted with
19 Defendant ScanStat Technologies, LLC to manage medical record
20 requests. Defendant ScanStat Technologies, LLC sent the records and
21 issued Plaintiff Mick Levin, PLC invoices for the records requested by
22 Defendant Dignity Health's patients.

1 75. Defendant Orthopedic Clinic's patient, Daniel Parent, requested records of
2 his medical treatment be sent to Plaintiff Mick Levin, PLC.

3 76. Upon information and belief, Defendant ScanStat Technologies, LLC is
4 Defendant Orthopedic Clinic's agent.

5 77. Upon information and belief, Defendant Orthopedic Clinic contracted with
6 Defendant ScanStat Technologies, LLC to manage medical record
7 requests. Defendant ScanStat Technologies, LLC sent the records and
8 issued Plaintiff Mick Levin, PLC invoices for records requested by
9 Defendant Orthopedic Clinic's patients.

10 78. Defendant Central Phoenix Medical Clinic, LLC's patient, Mable Woo,
11 requested her medical records be sent to Plaintiff Mick Levin, PLC.

12 79. Upon information and belief, Defendant Sharecare is Defendant Central
13 Phoenix Medical Clinic, LLC's agent.

14 80. Upon information and belief, Defendant Central Phoenix Medical Clinic,
15 LLC contracted with Defendant Sharecare to manage medical record
16 requests. Defendant Sharecare sent the records and issued Plaintiff Mick
17 Levin, PLC an invoice for the records requested by Defendant Central
18 Phoenix Medical Clinic, LLC's patient.

19 81. Defendant HonorHealth's patients, Jennifer Darchuk, Celeste Mohar, Peter
20 Bruno, Linda Benmour, Tyler Corless-Bishop, Eileen Muro, Paula Jackson,
21 and Emmett Pipkins, requested records of their medical treatment be sent
22 to Plaintiff Mick Levin, PLC.

1 82. Upon information and belief, Defendant Sharecare is Defendant
2 HonorHealth's agent.

3 83. Upon information and belief, Defendant HonorHealth contracted with
4 Defendant Sharecare to manage medical record requests. Defendant
5 Sharecare sent the records and issued Plaintiff Mick Levin, PLC invoices
6 for the records requested by Plaintiff's clients from Defendant
7 HonorHealth.

8 84. Defendant Sonoran Orthopedic's patient, Kristin Hart, requested records of
9 her medical treatment be sent to Plaintiff Mick Levin, PLC.

10 85. Upon information and belief, Defendant Sharecare is Defendant Sonoran
11 Orthopedic's agent.

12 86. Upon information and belief, Defendant Sonoran Orthopedic contracted
13 with Defendant Sharecare to manage medical record requests. Defendant
14 Sharecare sent the records and issued Plaintiff Mick Levin, PLC invoices
15 for records requested by Defendant Sonoran Orthopedic's patient.

16 87. Defendant Abrazo Scottsdale Campus' patient, Emmett Pipkins, requested
17 records of his medical treatment be sent to Plaintiff Mick Levin, PLC.

18 88. Upon information and belief, Sharecare is Defendant Abrazo Scottsdale
19 Campus' agent.

20 89. Upon information and belief, Defendant Abrazo Scottsdale Campus
21 contracted with Defendant Sharecare to manage medical record requests.
22 Defendant Sharecare sent the records and issued Plaintiff Mick Levin, PLC

1 an invoice for the record request made by Defendant Abrazo Scottsdale
2 Campus' patient.

3 90. Defendant Abrazo Medical Group's patient, Anahi Rodriguez, requested
4 their medical records be sent to Plaintiff Mick Levin, PLC.

5 91. Upon information and belief, Defendant Sharecare is Defendant Abrazo
6 Medical Group's agent.

7 92. Upon information and belief, Defendant Abrazo Medical Group contracted
8 with Defendant Sharecare to manage medical record requests. Defendant
9 Sharecare sent the records and issued Plaintiff Mick Levin, PLC an invoice
10 for the record request made by Plaintiff Mick Levin, PLC's client.

11 93. Defendant Abrazo Arrowhead's patient, Emmett Pipkins, requested
12 records of his medical treatment be sent to Plaintiff Mick Levin, PLC.

13 94. Upon information and belief, Defendant Sharecare is Defendant Abrazo
14 Arrowhead's agent.

15 95. Upon information and belief, Defendant Abrazo Arrowhead contracted with
16 Defendant Sharecare to manage medical record requests. Defendant
17 Sharecare sent the records and issued Plaintiff Mick Levin, PLC an invoice
18 for records requested by Defendant Abrazo Arrowhead's patient.

19 96. Defendant Tucson Medical Center's patient, Jennifer Lopez, requested
20 records of her medical treatment be sent to Plaintiff Bache & Lynche,
21 PLLC.
22

1 97. Upon information and belief, Defendant Tucson Medical Center contracted
2 with Defendant Sharecare to manage medical record requests. Defendant
3 Sharecare sent the records and issued Plaintiff an invoice for the request
4 made by Defendant Tucson Medical Center's patient.

5 98. In each instance, Health Care Provider Defendants are charging Plaintiff
6 Mick Levin, PLC, Plaintiff Bache & Lynche, PLLC and other members of
7 Sub Class 1 for medical records not requested by Plaintiff Mick Levin,
8 PLC, and Bache & Lynche, PLLC. In each instance, patients of Health
9 Care Provider Defendants are requesting their medical records to be sent
10 to a third party/law firm (members of Sub Class 1). Health Care Provider
11 Defendants then sent the medical records and a bill for the medical
12 records to the third party/law firms/members of Sub Class 1. The members
13 of Sub Class 1 did not enter into any agreement or make any requests of
14 Health Care Provider Defendants.

15 99. Plaintiffs respectfully move this Court to hold there is no contract between
16 Health Care Provider Defendants and members of Sub Class 1 when
17 patients of clients of Sub Class 1/patients of Health Care Provider
18 Defendants request their medical records to be sent to members of Sub
19 Class 1.

20 **COUNT II – Declaratory Judgment**
21 **(Sub Class 2)**

22 100. Plaintiffs reiterate the foregoing as if fully reproduced herein.

1 101. On February 15, 2020, Plaintiff Marcos Morales ("Marcos") sent a request
2 to Defendant HonorHealth for records of his medical treatment at
3 Defendant HonorHealth's John C Lincoln North Mountain Hospital facility
4 be sent to Plaintiff Mick Levin, PLC.

5 102. On March 2, 2020, Defendant Sharecare issued Plaintiff Mick Levin, PLC
6 an invoice indicating Marcos's medical records consisted of 665 pages.

7 103. On or about March 23, 2020, Marcos went to Defendant HonorHealth's
8 John C Lincoln North Mountain Hospital Facility and requested his full
9 medical records.

10 104. Defendant HonorHealth provided to Marcos only 49 pages of medical
11 records.

12 105. On April 22, 2020, Plaintiff John Novac ("John") went to Defendant Banner
13 Health's Del E Webb location to collect his son's medical records.

14 106. Employees and/or agents of Defendant Banner Health provided John with
15 incomplete medical records.

16 107. On May 12, 2020, John returned to Defendant Banner Health's Del E
17 Webb location. John once again requested his son's full medical records.
18 John was told by employees and/or agents of Defendant Banner Health
19 John already received all of the records John was entitled to. If John would
20 like the complete medical records, according to Defendant Banner Health
21 employees and/or agents, John's attorney must request the records to
22 receive a complete copy of them.

1 108. Under A.R.S. 12-2293, Defendants HonorHealth and Banner Health must
2 "on the written request of a patient . . . for access to or copies of the
3 patient's medical records and payment records, the health care provider in
4 possession of the record shall provide access to or copies of the records to
5 the patient. . .".

6 109. Upon information and belief, Defendants HonorHealth and Banner Health
7 refused to provide Marcos, John, and other members of Sub Class 2 their
8 complete medical records upon valid request pursuant to A.R.S. 12-2293
9 due to the involvement of an attorney's office.

10 110. Plaintiffs respectfully move this Court to require Defendants HonorHealth
11 and Banner Health to provide Marcos, John, and other members of Sub
12 Class 2 their complete medical records upon valid request pursuant to
13 A.R.S. 12-2293 regardless of any other request.

14 WHEREFORE, Plaintiffs on behalf of themselves, Sub Class 1 and Sub
15 Class 2, pray for judgment against Defendants as follows:

16 A. Certify this case as a class action, pursuant to Rule 23(a) and
17 23(b)(2).

18 B. Declare that there is no contract between Health Care
19 Provider Defendants and members of Sub Class 1.

20 C. Require that Defendants HonorHealth and Banner Health
21 provide their medical records to members of Sub Class 2:
22

1 D. Award costs and attorneys fees pursuant to A.R.S. 12-341
2 and A.R.S. 12-341.01.

3 E. Provide such other relief as this Court deems just and proper.
4

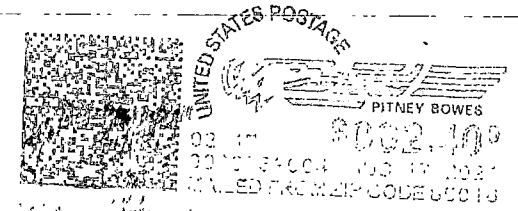
5 DATED this 11th day of August, 2021

6 MICK LEVIN, P.L.C.

7 /s/ Mick Levin

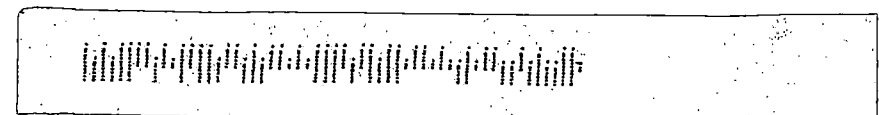
8 Mick Levin

9 *Attorneys for Plaintiffs*
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22



MICK LEVIN PLC
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PHOENIX, AZ 85018

Ciox Health, LLC
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Corporation Service Company
8825 N. 23rd Ave., Ste. 100
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5 *Attorneys for Plaintiffs*

6
7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9 Mick Levin, PLC., an Arizona Professional
10 Limited Liability Company; Bache & Lynch,
11 PLLC, an Arizona Professional Limited
12 Liability Company; Marcos Morales, an
13 adult individual; John Novac, an adult
14 individual;
15 Plaintiffs,

16 v.

17 Medicopy Services, Inc., d/b/a Medicopy, a
18 Foreign For-Profit (Business) Corporation;
19 American Medical Response of Maricopa,
20 LLC, a Foreign Limited Liability Company;
21 Mayo Clinic Arizona, an Arizona Nonprofit
22 Corporation; Ciox Health, LLC d/b/a IOD
Incorporated, a Foreign Limited Liability
Company; Ciox Health, LLC, a Foreign
Limited Liability Company; Hospital
Development of West Phoenix, Inc. d/b/a
Abrazo West Campus a Foreign For-Profit
(Business) Corporation; Yuma Regional
Medical Center, an Arizona Nonprofit
Corporation; Orthopedic Specialists of
North America, PLLC d/b/a OrthoArizona,
an Arizona Professional Limited Liability

Case No. CV2021-012712

DEMAND FOR JURY TRIAL

1 Company; Record Reproduction Services,
2 LLC, a Foreign Limited Liability Company;
3 Record Reproduction Services, LLC d/b/a
4 RRS Medical, LLC, a Foreign Limited
5 Liability Company; ScanStat Technologies,
6 LLC, a Foreign Limited Liability Company;
7 Banner Medical Group d/b/a The
8 Orthopedic Clinic Association, an Arizona
9 Nonprofit Corporation; Sharecare Health
10 Data Services, LLC, a Foreign Limited
11 Liability Company; HonorHealth, an
12 Arizona Nonprofit Corporation; Sonoran
13 Orthopaedic Trauma Surgeons, PLLC, an
14 Arizona Professional Limited Liability
15 Company; Tucson Medical Center, an
16 Arizona Nonprofit Corporaton; VHS
17 Acquisition Subsidiary Number 1, Inc. d/b/a
18 Abrazo Scottsdale Campus, an Arizona
19 For-Profit Health Care Corporation;
20 HealthSouth Valley of the Sun
21 Rehabilitation Hospital, LLC d/b/a
22 Encompass Health Valley of the Sun, a
Foreign Limited Liability Company; VHS
Outpatient Clinics, Inc., d/b/a Abrazo
Medical Group, a Foreign For-Profit Health
Care Corporation; VHS of Arrowhead, Inc.
d/b/a Abrazo Arrowhead, a Foreign For-
Profit Health Care Corporation; Central
Phoenix Medical Clinic, LLC, an Arizona
Limited Liability Company; Banner Health
d/b/a Banner Del E Webb Medical Center,
an Arizona Nonprofit Corporation; Thomas
Jefferson University Hospitals, Inc., a
Foreign Non-Profit Health Care
Corporation;
Defendants.

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1 Plaintiffs, pursuant to the Arizona Rules of Civil Procedure, hereby
2 requests that this matter be tried to a jury.

3
4 DATED this 11th day of August, 2021

5 MICK LEVIN, P.L.C.

6 /s/ Mick Levin

7 Mick Levin

8 *Attorneys for Plaintiffs*
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8 *Attorneys for Plaintiffs*

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 Mick Levin, PLC., an Arizona Professional
12 Limited Liability Company; Bache & Lynch,
13 PLLC, an Arizona Professional Limited
14 Liability Company; Marcos Morales, an adult
15 individual; John Novac, an adult individual;

16 Plaintiffs,

17 v.

18 Medcopy Services, Inc., d/b/a Medcopy, a
19 Foreign For-Profit (Business) Corporation;
20 American Medical Response of Maricopa,
21 LLC, a Foreign Limited Liability Company;
22 Mayo Clinic Arizona, an Arizona Nonprofit
23 Corporation; Ciox Health, LLC d/b/a IOD
24 Incorporated, a Foreign Limited Liability
25 Company; Ciox Health, LLC, a Foreign
26 Limited Liability Company; Hospital
Development of West Phoenix, Inc. d/b/a
Abrazo West Campus a Foreign For-Profit
(Business) Corporation; Yuma Regional
Medical Center, an Arizona Nonprofit
Corporation; Orthopedic Specialists of North
America, PLLC d/b/a OrthoArizona, an
Arizona Professional Limited Liability
Company; Record Reproduction Services,
LLC, a Foreign Limited Liability Company;

Case No. CV2021-012712

**MOTION TO ALTER CAPTION
and AMEND COMPLAINT**

Record Reproduction Services, LLC d/b/a RRS Medical, LLC, a Foreign Limited Liability Company; ScanStat Technologies, LLC, a Foreign Limited Liability Company; Banner Medical Group d/b/a The Orthopedic Clinic Association, an Arizona Nonprofit Corporation; Sharecare Health Data Services, LLC, a Foreign Limited Liability Company; HonorHealth, an Arizona Nonprofit Corporation; Sonoran Orthopaedic Trauma Surgeons, PLLC, an Arizona Professional Limited Liability Company; Tucson Medical Center, an Arizona Nonprofit Corporation; VHS Acquisition Subsidiary Number 1, Inc. d/b/a Abrazo Scottsdale Campus, an Arizona For-Profit Health Care Corporation; HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun, a Foreign Limited Liability Company; VHS Outpatient Clinics, Inc., d/b/a Abrazo Medical Group, a Foreign For-Profit Health Care Corporation; VHS of Arrowhead, Inc. d/b/a Abrazo Arrowhead, a Foreign For-Profit Health Care Corporation; Central Phoenix Medical Clinic, LLC, an Arizona Limited Liability Company; Banner Health d/b/a Banner Del E Webb Medical Center, an Arizona Nonprofit Corporation; Thomas Jefferson University Hospitals, Inc., a Foreign Non-Profit Health Care Corporation;

Defendants.

Plaintiff, by and through counsel undersigned, hereby Moves the Court to alter the Caption in this action for the following reasons:

Allegations against Vanguard Health Management, Inc. d/b/a Abrazo Community Health Network (“Abrazo Community Health Network”) are outlined in paragraphs 12, 28, 60, 61, and 62 of Plaintiffs’ complaint.

1 Allegations against Defendant Dignity Health are outlined in paragraphs 18,
2 22, 72, 73 and 74 of Plaintiffs' complaint.

3 These Defendants were inadvertently omitted from the caption of the
4 Complaint.

5 Therefore, Plaintiff hereby moves the Court to permit filing of the attached
6 Amended Complaint, with changes made to the Caption only, and that the Caption
7 be amended to reflect the addition of Defendants as noted above.
8

9 A proposed Order is attached hereto for the court's convenience.

10 Dated this 26th day of August, 2021

11 MICK LEVIN, PLC

12 /s/ Mick Levin

13 Mick Levin

14 Attorneys for Plaintiffs
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Attorneys for Plaintiffs

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF MARICOPA**

8 Mick Levin, PLC., an Arizona Professional
9 Limited Liability Company; Bache & Lynch,
10 PLLC, an Arizona Professional Limited Liability
Company; Marcos Morales, an adult individual;
11 John Novac, an adult individual;
Plaintiffs,

12 v.

13 Medictory Services, Inc., d/b/a Medictory, a
Foreign For-Profit (Business) Corporation;
14 American Medical Response of Maricopa, LLC,
a Foreign Limited Liability Company; Mayo
Clinic Arizona, an Arizona Nonprofit
15 Corporation; Ciox Health, LLC d/b/a IOD
Incorporated, a Foreign Limited Liability
16 Company; Ciox Health, LLC, a Foreign Limited
Liability Company; Hospital Development of
17 West Phoenix, Inc. d/b/a Abrazo West Campus
a Foreign For-Profit (Business) Corporation;
18 Yuma Regional Medical Center, an Arizona
Nonprofit Corporation; Orthopedic Specialists of
19 North America, PLLC d/b/a OrthoArizona, an
Arizona Professional Limited Liability Company;
20 Record Reproduction Services, LLC, a Foreign
Limited Liability Company; Record
21 Reproduction Services, LLC d/b/a RRS
Medical, LLC, a Foreign Limited Liability
22 Company; ScanStat Technologies, LLC, a
Foreign Limited Liability Company; Banner

Case No. CV2021-012712

**AMENDED COMPLAINT
(As to Caption Only)**

(Declaratory Judgment)

Medical Group d/b/a The Orthopedic Clinic Association, an Arizona Nonprofit Corporation; Sharecare Health Data Services, LLC, a Foreign Limited Liability Company; HonorHealth, an Arizona Nonprofit Corporation; Sonoran Orthopaedic Trauma Surgeons, PLLC, an Arizona Professional Limited Liability Company; Tucson Medical Center, an Arizona Nonprofit Corporation; VHS Acquisition Subsidiary Number 1, Inc. d/b/a Abrazo Scottsdale Campus, an Arizona For-Profit Health Care Corporation; HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun, a Foreign Limited Liability Company; VHS Outpatient Clinics, Inc., d/b/a Abrazo Medical Group, a Foreign For-Profit Health Care Corporation; VHS of Arrowhead, Inc. d/b/a Abrazo Arrowhead, a Foreign For-Profit Health Care Corporation; Central Phoenix Medical Clinic, LLC, an Arizona Limited Liability Company; Banner Health d/b/a Banner Del E Webb Medical Center, an Arizona Nonprofit Corporation; Thomas Jefferson University Hospitals, Inc., a Foreign Non-Profit Health Care Corporation; **Vanguard Health Management, Inc. d/b/a Abrazo Community Health Network; Dignity Health**

Defendants.

For their complaint against Defendants, Plaintiffs plead as follows:

Jurisdictional Allegations

1. At all times material hereto, Plaintiff Mick Levin, PLC was an Arizona Professional Limited Liability Company with a principal place of business in Maricopa County, Arizona.
2. At all times material hereto, Plaintiff Bache & Lynch, PLLC was an Arizona Professional Limited Liability Company with a principal place of business in Pima County, Arizona.

- 1 3. At all times material hereto, Plaintiff Marcos Morales, was a resident of Maricopa
2 County, Arizona.
- 3 4. At all times material hereto, Plaintiff John Novac, was a resident of Maricopa
4 County, Arizona.
- 5 5. At all times material hereto, Defendant Medicopy Services, Inc. d/b/a Medicopy
6 ("Medicopy"), was a Tennessee For-Profit Document Management Services
7 Corporation.
- 8 6. At all times material hereto, Defendant American Medical Response of Maricopa,
9 LLC., was a Delaware Limited Liability Company doing business in Maricopa
10 County, Arizona.
- 11 7. At all times material hereto, Defendant Central Phoenix Medical Clinic, LLC, was
12 an Arizona Limited Liability Company.
- 13 8. At all times material hereto, Defendant Ciox Health, LLC d/b/a IOD Incorporated
14 was a Georgia Limited Liability Company.
- 15 9. At all times material hereto, Defendant Mayo Clinic Arizona was an Arizona
16 Domestic Nonprofit Corporation.
- 17 10. At all times material hereto, Defendant Ciox Health, LLC. was a Georgia Limited
18 Liability Company.
- 19 11. At all times material hereto, Defendant Hospital Development of West Phoenix,
20 Inc., d/b/a Abrazo West Campus ("Abrazo West Campus") was a Delaware For-
21 Profit Health Care Corporation doing business in Maricopa County, Arizona.
- 22 12. At all times material hereto, Defendant Vanguard Health Management, Inc. d/b/a
Abrazo Community Health Network ("Abrazo Community Health Network") was a

1 Delaware For-Profit Health Care Corporation doing business in Maricopa County,
2 Arizona.

3 13. At all times material hereto, Defendant Yuma Regional Medical Center was an
4 Arizona Nonprofit Corporation.

5 14. At all times material hereto, Defendant Orthopedic Specialists of North America
6 d/b/a OrthoArizona ("OrthoArizona") was an Arizona Professional Limited Liability
7 Company.

8 15. At all times material hereto, Defendant Record Reproduction Services, LLC was
9 a Delaware Limited Liability Company.

10 16. At all times material hereto, Defendant Record Reproduction Services, LLC d/b/a
11 RS Medical, LLC ("RRS Medical") was a Delaware Limited Liability Company.

12 17. At all times material hereto, Defendant ScanStat Technologies, LLC was a
13 Delaware Limited Liability Company.

14 18. At all times material hereto, Defendant Dignity Health was a California Nonprofit
15 Corporation doing business in Maricopa County, Arizona.

16 19. At all times material hereto, Defendant Banner Medical Group d/b/a The
17 Orthopedic Clinic Association ("Orthopedic Clinic") was an Arizona Nonprofit
18 Corporation.

19 20. At all times material hereto, Defendant Sharecare Health Data Services
20 ("Sharecare") was a Delaware Limited Liability Company.

21 21. At all times material hereto, Defendant HonorHealth was an Arizona Domestic
22 Nonprofit Corporation.

22. At all times material hereto, Defendant Sonoran Orthopaedic Trauma Surgeons, PLLC (“Sonoran Orthopedic”) was an Arizona Professional Limited Liability Company.

23. At all times material hereto, Defendant VHS Acquisition Subsidiary Number 1, Inc. d/b/a Abrazo Scottsdale Campus (“Abrazo Scottsdale Campus”) was an Arizona For-Profit Health Care corporation.

24. At all times material hereto, Defendant HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun (“Encompass Health”) was a Delaware Limited Liability Company doing business in Maricopa County, Arizona.

25. At all times material hereto, Defendant VHS Outpatient Clinics, Inc., d/b/a Abrazo Medical Group (“Abrazo Medical Group”) was a Delaware For-Profit Health Care corporation doing business in Maricopa County, Arizona.

26. At all times material hereto, Defendant VHS of Arrowhead, Inc., d/b/a Abrazo Arrowhead (“Abrazo Arrowhead”) was a Delaware For-Profit Health Care corporation doing business in Maricopa County, Arizona.

27. At all times material hereto, Defendant Thomas Jefferson University Hospital, Inc. (“Jefferson Medical Group”) was a Pennsylvania corporation doing business in Pennsylvania.

28. At all times material hereto, Defendants American Medical Response of Maricopa, LLC, Mayo Clinic Arizona, Abrazo West Campus, Abrazo Community Health Network, Abrazo Scottsdale Camps, Abrazo Medical Group, Abrazo Arrowhead, Yuma Regional Medical Center, OrthoArizona, DignityHealth,

Orthopedic Clinic, HonorHealth, Sonoran Orthopedic, Central Phoenix Medical Clinic, LLC, Jefferson Medical Group, Banner Health, and Encompass Health (collectively, "Health Care Provider Defendants") were providers of health care related services.

29. Venue and jurisdiction are proper in this court. Defendants caused the acts giving rise to this declaratory relief action to occur in Maricopa County, Arizona. Plaintiffs are residents of Arizona.

Class Action Certification

30. Plaintiffs Mick Levin, PLC, and Bache & Lynche, PLLC bring this action under Rule 23 of the Arizona Rules of Civil Procedure. Plaintiffs Mick Levin, PLC and Bache & Lynche, PLLC bring this action on their own behalf and on behalf of Sub Class 1, pursuant to Rule 23(a) and 23(b)(2) of Ariz. R. Civ. P. Sub Class 1 consists of:

- a. Similarly situated law firms where individuals request medical providers send their records to;
- b. Where the personal injury law firms who are being issued invoices and billed for medical records requests not made by them.

31. Plaintiffs John Novac and Marcos Morales bring this action under Rule 23 of the Arizona Rules of Civil Procedure. Plaintiffs John Novac and Marcos Morales bring this action on their own behalf and on behalf of Sub Class 2, pursuant to Rule 23(a) and 23(b)(2) of Ariz. R. Civ. P. Sub Class 2 consists of:

- a. Similarly situated individuals who request their own medical records from health care providers

1 b. Whose health care providers have refused to provide them part or all of
2 their records after having received a request from those who qualify under
3 Sub Class 1 for such records.

4 32. The requirements of Ariz. R. Civ. P. 23(a) and 23(b)(2), are met, as set forth
5 below.

6 33. Arizona Courts view federal cases construing Rule 23 as authoritative. Under
7 federal law, more than forty class members satisfies the numerosity requirement.
8 With regard to the standard of proof necessary to satisfy class numerosity
9 requirements, “[it] is not necessary that the members of the class be so clearly
10 identified that any member can be presently ascertained. [cite omitted] The court
11 may draw a reasonable inference of the size of the class from the facts before it.”
Sherman v. Griepentrop, 775 F.Supp. 1283, 1389 (D. Nev. 1991).

12 34. Pre-filing research conclusively establishes that the numerosity requirement is
13 easily satisfied with regard to Sub Class 1 and Sub Class 2. It is common
14 practice for patients who are personal injury claimants (“patients/claimants”) to
15 request their medical records be sent to a law firms that represent the
16 patients/claimants. Although the law firms are not the requesting parties, it is
17 common practice for medical providers, such as the Health Care Provider
18 Defendants and/or their agents, to send an invoice to the law firms, rather than
19 the patients/claimants who request the medical records be sent to the law firms.
20 On occasion, a patient/claimant may request a medical provider such as the
21 Health Care Provider Defendants provide the patient/claimant with their own
22 medical records after requesting a medical provider, such as the Health Care

1 Provider Defendants, provide their records to a law firm and for such medical
2 providers, such as Health Care Provider Defendants, to refuse to provide
3 patients/claimants with their full medical records upon request.

4 35. The commonality requirement “requires simply that there exist a question of law
5 or fact common to the class.” *Lennon v. First National Bank of Arizona*, 21 Ariz.
6 App. 306, 309 (1974). “The existence of share legal issues with divergent factual
7 predicates is sufficient, as is a common core of salient facts coupled with
8 disparate legal remedies within the class.” *Parra v. Bashas’ Inc.*, 536 F.3d 975,
9 978 (9th Cir. 2008).

10 36. Class members of Sub Class 1 are Arizona resident personal injury law firms.
11 Defendants are medical providers and their agents sending medical records to
12 law firms in Arizona. All events at issue occurred in Arizona. One statute of
13 limitation applies on each cause of action. Only Arizona affirmative defenses
14 apply. The only legal issue is whether Health Care Provider Defendants, through
15 their agents, have a contract with Sub Class 1 members. Likewise, the factual
16 issues are virtually identical.

17 37. Class members of Sub Class 2 are Arizona residents and Defendants are
18 medical providers and their agents operating in Arizona. One state statute of
19 limitation applies on each cause of action. Only Arizona affirmative defenses
20 apply. The only legal issue is whether Health Care Provider Defendants are
21 required to provide full medical records to patients upon request. The facts as set
22 forth in the proposed class definition provide for little factual variance.

- 1 38. As with the numerosity requirement, Arizona courts follow the Federal
2 requirements for typicality: “[U]nder the rule’s permissive standards,
3 representative claims are ‘typical’ if they are reasonably coextensive with those
4 of absent class members; they need not be substantially identical.” *Hanlon v.*
5 *Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998); *Staton v. Boeing*, 327 F.3d
6 938, 957 (9th Cir. 2003).
- 7 39. With respect to Sub Class 1, class representatives are in a factual and legal
8 posture identical to the class members. All are Arizona personal injury law firms.
9 All have not requested medical records sent to them, rather, patients/claimants
10 have requested medical records sent to the Arizona personal injury law firms. In
11 each instance, the Health Care Provider Defendants and/or their agents have
12 billed the personal injury law firm for records requested by a patient of Health
13 Care Provider Defendants.
- 14 40. With respect to Sub Class 2, class representatives are in a factual and legal
15 posture identical to the class members. All are Arizona residents. All have
16 requested their own medical records from providers after having requested their
17 medical records be sent to a law firm. In each case, the medical provider has
18 refused to provide the Arizona resident their complete records.
- 19 41. The adequacy element consists of both the adequacy of named plaintiff’s
20 counsel, and the adequacy of representation provided in protecting the different,
21 separate, and distinct interest of the class members. In the present case,
22 Plaintiff’s counsel is capable of adequately representing both Sub Class 1 and

1 Sub Class 2. Furthermore, Plaintiff's interests are not antagonistic to the rest of
2 the class.

3 42. Sub Class 1 and Sub Class 2 seeks certification pursuant to Ariz. R. Civ. P.
4 23(b)(2).

5 43. Rule 23(b)(2) certification is appropriate if "the party opposing the class has
6 acted or refused to act on grounds generally applicable to the class, thereby
7 making appropriate final injunctive relief or corresponding declaratory relief with
8 respect to the class as a whole." Ariz. R. Civ. P. 23(b)(2).

9 44. Arizona has no relevant published case law on this point. Federal law states: "[I]n
10 order to permit certification under this rule, the claim for monetary damages must
11 be secondary to the primary claim for injunctive or declaratory relief." *Molski v.*
12 *Gleich*, 318 F.3d 937, 947 (9th Cir. 2003). A Rule 23(b)(2) claim is not limited
solely to declaratory and injunctive relief, but such relief must predominate. *Id.*

13 45. Defendants have acted on grounds that apply generally to the class. Health Care
14 Provider Defendants have invoiced/charged members of Sub Class 1 themselves
15 or through their agents for records members of Sub Class 1 did not request.
16 Health Care Provider Defendants have refused to give members of Sub Class 2
17 their complete medical records as members of Sub Class 2 are entitled under
18 law.

19 46. Sub Class 1 and Sub Class 2 meet the criterion for Rule 23(b)(2) certification in
20 that members of Sub Class 1 and Sub Class 2 only seek declaratory relief.

21 **COUNT I – Declaratory Judgment**
(Sub Class 1)

22 47. Plaintiffs reiterate the foregoing as if fully reproduced herein.

1 48. Defendant American Medical Response of Maricopa, LLC's patient, Mable Woo,
2 requested medical records from her treatment be sent to Plaintiff Mick Levin,
3 PLC.

4 49. Upon information and belief, Defendant Medictory is Defendant American
5 Medical Response of Maricopa, LLC's agent.

6 50. Upon information and belief, Defendant American Medical Response of
7 Maricopa, LLC contracted with Defendant Medictory to manage medical record
8 requests. Defendant Medictory sent the records and issued Plaintiff Mick Levin,
9 PLC., an invoice for the records requested by Defendant American Medical
Response of Maricopa, LLC's patient.

10 51. Defendant Jefferson Medical Group's patient, Shamika Cohen, requested
11 medical records from her treatment be sent to Plaintiff Mick Levin, PLC.

12 52. Upon information and belief, Defendant Ciox Health, LLC is Defendant Jefferson
13 Medical Group's agent.

14 53. Upon information and belief, Defendant Jefferson Medical Group contracted with
15 Defendant Ciox Health, LLC to manage medical record requests. Defendant Ciox
16 Health, LLC sent the records and issued Plaintiff Mick Levin, PLC., an invoice for
17 the records requested by Defendant Jefferson medical Group's patient.

18 54. Defendant Mayo Clinic Arizona's patient, Linda Benmour, requested medical
19 records from her treatment be sent to Plaintiff Mick Levin, PLC.

20 55. Upon information and belief, Defendant Ciox Health, LLC d/b/a IOD Incorporated
21 is Defendant Mayo Clinic Arizona's agent.
22

1 56. Upon information and belief, Defendant Mayo Clinic Arizona contracted with
2 Defendant Ciox Health, LLC d/b/a IOD Incorporated to manage medical record
3 requests. Defendant Ciox Health, LLC d/b/a IOD Incorporated sent the records
4 and issued Plaintiff Mick Levin, PLC, an invoice for the records requested by
5 Defendant Mayo Clinic Arizona's patient.

6 57. Defendant Abrazo West Campus' patient, Kristin Hart, requested medical records
7 from her treatment be sent to Plaintiff Mick Levin, PLC.

8 58. Upon information and belief, Defendant Ciox Health, LLC is Defendant Abrazo
9 West Campus' agent.

10 59. Upon information and belief, Defendant Abrazo West Campus contracted with
11 Defendant Ciox Health, LLC to manage medical record requests. Defendant Ciox
12 Health, LLC sent the records and issued Plaintiff Mick Levin, PLC, an invoice for
the records requested by Abrazo West Campus' patient.

13 60. Defendant Abrazo Community Health Network's patient, Emmett Pipkins,
14 requested medical records from his treatment be sent to Plaintiff Mick Levin,
15 PLC.

16 61. Upon information and belief, Defendant Ciox Health, LLC is Defendant Abrazo
17 Community Health Network's agent.

18 62. Upon information and belief, Defendant Abrazo Community Health Network
19 contracted with Defendant Ciox Health, LLC to manage medical record requests.
20 Defendant Ciox Health, LLC sent the records and issued Plaintiff Mick Levin,
21 PLC, an invoice for the records requested by Defendant Abrazo Community
22 Health Network's patient.

63. Defendant Yuma Regional Medical Center's patient, Jose Ortiz, requested medical records from his treatment be sent to Plaintiff Mick Levin, PLC.

64. Upon information and belief, Defendant Ciox Health, LLC is Defendant Yuma Regional Medical Center's agent.

65. Upon information and belief, Defendant Yuma Regional Medical Center contracted with Defendant Ciox Health, LLC. to manage medical record requests. Defendant Ciox Health, LLC sent the records and issued Plaintiff Mick Levin, PLC an invoice for the records requested by Defendant Yuma Regional Medical Center's patient.

66. Defendant Encompass Health's patient, Kristin Hart, requested records of her medical treatment be sent to Plaintiff Mick Levin, PLC.

67. Upon information and belief, Defendant Ciox Health, LLC is Defendant Encompass Health's agent.

68. Upon information and belief, Defendant Encompass Health contracted with Defendant Ciox Health, LLC to manage medical record requests. Defendant Ciox Health, LLC sent the records and issued Plaintiff Mick Levin, PLC an invoice for the records Plaintiff's client requested from Defendant Encompass.

69. Defendant OrthoArizona's patients, Janice Parker and Jennifer Darchuk, requested records of their medical treatment be sent to Plaintiff Mick Levin, PLC.

70. Upon information and belief, Defendant RRS Medical is Defendant OrthoArizona's agent.

71. Upon information and belief, Defendant OrthoArizona contracted with Defendant RRS Medical to manage medical record requests. Defendant RRS Medical sent

1 the records and issued Plaintiff Mick Levin, PLC invoices for records requested
2 Defendant OrthoArizona's patients.

3 72. Defendant Dignity Health's patients, Lorenza Alonzo and Aguero Molina,
4 requested records of their medical treatment be sent to Plaintiff Mick Levin, PLC.

5 73. Upon information and belief, Defendant ScanStat Technologies, LLC is
6 Defendant Dignity Health's agent.

7 74. Upon information and belief, Defendant Dignity Health contracted with Defendant
8 ScanStat Technologies, LLC to manage medical record requests. Defendant
9 ScanStat Technologies, LLC sent the records and issued Plaintiff Mick Levin,
10 PLC invoices for the records requested by Defendant Dignity Health's patients.

11 75. Defendant Orthopedic Clinic's patient, Daniel Parent, requested records of his
12 medical treatment be sent to Plaintiff Mick Levin, PLC.

13 76. Upon information and belief, Defendant ScanStat Technologies, LLC is
14 Defendant Orthopedic Clinic's agent.

15 77. Upon information and belief, Defendant Orthopedic Clinic contracted with
16 Defendant ScanStat Technologies, LLC to manage medical record requests.
17 Defendant ScanStat Technologies, LLC sent the records and issued Plaintiff
18 Mick Levin, PLC invoices for records requested by Defendant Orthopedic Clinic's
19 patients.

20 78. Defendant Central Phoenix Medical Clinic, LLC's patient, Mable Woo, requested
21 her medical records be sent to Plaintiff Mick Levin, PLC.

22 79. Upon information and belief, Defendant Sharecare is Defendant Central Phoenix
Medical Clinic, LLC's agent.

1 80. Upon information and belief, Defendant Central Phoenix Medical Clinic, LLC
2 contracted with Defendant Sharecare to manage medical record requests.
3 Defendant Sharecare sent the records and issued Plaintiff Mick Levin, PLC an
4 invoice for the records requested by Defendant Central Phoenix Medical Clinic,
5 LLC's patient.

6 81. Defendant HonorHealth's patients, Jennifer Darchuk, Celeste Mohar, Peter
7 Bruno, Linda Benmour, Tyler Corless-Bishop, Eileen Muro, Paula Jackson, and
8 Emmett Pipkins, requested records of their medical treatment be sent to Plaintiff
9 Mick Levin, PLC.

10 82. Upon information and belief, Defendant Sharecare is Defendant HonorHealth's
11 agent.

12 83. Upon information and belief, Defendant HonorHealth contracted with Defendant
13 Sharecare to manage medical record requests. Defendant Sharecare sent the
14 records and issued Plaintiff Mick Levin, PLC invoices for the records requested
15 by Plaintiff's clients from Defendant HonorHealth.

16 84. Defendant Sonoran Orthopedic's patient, Kristin Hart, requested records of her
17 medical treatment be sent to Plaintiff Mick Levin, PLC.

18 85. Upon information and belief, Defendant Sharecare is Defendant Sonoran
19 Orthopedic's agent.

20 86. Upon information and belief, Defendant Sonoran Orthopedic contracted with
21 Defendant Sharecare to manage medical record requests. Defendant Sharecare
22 sent the records and issued Plaintiff Mick Levin, PLC invoices for records
requested by Defendant Sonoran Orthopedic's patient.

1 87. Defendant Abrazo Scottsdale Campus' patient, Emmett Pipkins, requested
2 records of his medical treatment be sent to Plaintiff Mick Levin, PLC.

3 88. Upon information and belief, Sharecare is Defendant Abrazo Scottsdale Campus'
4 agent.

5 89. Upon information and belief, Defendant Abrazo Scottsdale Campus contracted
6 with Defendant Sharecare to manage medical record requests. Defendant
7 Sharecare sent the records and issued Plaintiff Mick Levin, PLC an invoice for
8 the record request made by Defendant Abrazo Scottsdale Campus' patient.

9 90. Defendant Abrazo Medical Group's patient, Anahi Rodriguez, requested their
10 medical records be sent to Plaintiff Mick Levin, PLC.

11 91. Upon information and belief, Defendant Sharecare is Defendant Abrazo Medical
12 Group's agent.

13 92. Upon information and belief, Defendant Abrazo Medical Group contracted with
14 Defendant Sharecare to manage medical record requests. Defendant Sharecare
15 sent the records and issued Plaintiff Mick Levin, PLC an invoice for the record
16 request made by Plaintiff Mick Levin, PLC's client.

17 93. Defendant Abrazo Arrowhead's patient, Emmett Pipkins, requested records of his
18 medical treatment be sent to Plaintiff Mick Levin, PLC.

19 94. Upon information and belief, Defendant Sharecare is Defendant Abrazo
20 Arrowhead's agent.

21 95. Upon information and belief, Defendant Abrazo Arrowhead contracted with
22 Defendant Sharecare to manage medical record requests. Defendant Sharecare

1 sent the records and issued Plaintiff Mick Levin, PLC an invoice for records
2 requested by Defendant Abrazo Arrowhead's patient.

3 96. Defendant Tucson Medical Center's patient, Jennifer Lopez, requested records
4 of her medical treatment be sent to Plaintiff Bache & Lynche, PLLC.

5 97. Upon information and belief, Defendant Tucson Medical Center contracted with
6 Defendant Sharecare to manage medical record requests. Defendant Sharecare
7 sent the records and issued Plaintiff an invoice for the request made by
8 Defendant Tucson Medical Center's patient.

9 98. In each instance, Health Care Provider Defendants are charging Plaintiff Mick
10 Levin, PLC, Plaintiff Bache & Lynche, PLLC and other members of Sub Class 1
11 for medical records not requested by Plaintiff Mick Levin, PLC, and Bache &
12 Lynche, PLLC. In each instance, patients of Health Care Provider Defendants
13 are requesting their medical records to be sent to a third party/law firm (members
14 of Sub Class 1). Health Care Provider Defendants then sent the medical records
15 and a bill for the medical records to the third party/law firms/members of Sub
16 Class 1. The members of Sub Class 1 did not enter into any agreement or make
17 any requests of Health Care Provider Defendants.

18 99. Plaintiffs respectfully move this Court to hold there is no contract between Health
19 Care Provider Defendants and members of Sub Class 1 when patients of clients
20 of Sub Class 1/patients of Health Care Provider Defendants request their medical
21 records to be sent to members of Sub Class 1.

22 **COUNT II – Declaratory Judgment**
(Sub Class 2)

100. Plaintiffs reiterate the foregoing as if fully reproduced herein.

- 1 101. On February 15, 2020, Plaintiff Marcos Morales (“Marcos”) sent a request to
2 Defendant HonorHealth for records of his medical treatment at Defendant
3 HonorHealth’s John C Lincoln North Mountain Hospital facility be sent to Plaintiff
4 Mick Levin, PLC.
- 5 102. On March 2, 2020, Defendant Sharecare issued Plaintiff Mick Levin, PLC an
6 invoice indicating Marcos’s medical records consisted of 665 pages.
- 7 103. On or about March 23, 2020, Marcos went to Defendant HonorHealth’s John C
8 Lincoln North Mountain Hospital Facility and requested his full medical records.
- 9 104. Defendant HonorHealth provided to Marcos only 49 pages of medical records.
- 10 105. On April 22, 2020, Plaintiff John Novac (“John”) went to Defendant Banner
11 Health’s Del E Webb location to collect his son’s medical records.
- 12 106. Employees and/or agents of Defendant Banner Health provided John with
13 incomplete medical records.
- 14 107. On May 12, 2020, John returned to Defendant Banner Health’s Del E Webb
15 location. John once again requested his son’s full medical records. John was told
16 by employees and/or agents of Defendant Banner Health John already received
17 all of the records John was entitled to. If John would like the complete medical
18 records, according to Defendant Banner Health employees and/or agents, John’s
19 attorney must request the records to receive a complete copy of them.
- 20 108. Under A.R.S. 12-2293, Defendants HonorHealth and Banner Health must “on the
21 written request of a patient . . . for access to or copies of the patient’s medical
22 records and payment records, the health care provider in possession of the
record shall provide access to or copies of the records to the patient. . .”.

1 109. Upon information and belief, Defendants HonorHealth and Banner Health
2 refused to provide Marcos, John, and other members of Sub Class 2 their
3 complete medical records upon valid request pursuant to A.R.S. 12-2293 due to
4 the involvement of an attorney's office.

5 110. Plaintiffs respectfully move this Court to require Defendants HonorHealth and
6 Banner Health to provide Marcos, John, and other members of Sub Class 2 their
7 complete medical records upon valid request pursuant to A.R.S. 12-2293
8 regardless of any other request.

9 WHEREFORE, Plaintiffs on behalf of themselves, Sub Class 1 and Sub Class 2,
10 pray for judgment against Defendants as follows:

11 A. Certify this case as a class action, pursuant to Rule 23(a) and
12 23(b)(2).

13 B. Declare that there is no contract between Health Care Provider
14 Defendants and members of Sub Class 1.

15 C. Require that Defendants HonorHealth and Banner Health provide
16 their medical records to members of Sub Class 2.

17 D. Award costs and attorneys fees pursuant to A.R.S. 12-341 and
18 A.R.S. 12-341.01.

19 E. Provide such other relief as this Court deems just and proper.

20 DATED this 26th day of August, 2021

21 MICK LEVIN, P.L.C.

22 /s/ Mick Levin

Mick Levin

Attorneys for Plaintiffs

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Attorneys for Plaintiff

5
6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF MARICOPA**

8 Mick Levin, PLC., an Arizona Professional
Limited Liability Company; Bache & Lynch,
9 PLLC, an Arizona Professional Limited Liability
Company; Marcos Morales, an adult individual;
10 John Novac, an adult individual;

11 Plaintiffs,

12 v.

13 Medcopy Services, Inc., d/b/a Medcopy, a
Foreign For-Profit (Business) Corporation;
14 American Medical Response of Maricopa, LLC,
a Foreign Limited Liability Company; Mayo
Clinic Arizona, an Arizona Nonprofit
15 Corporation; Ciox Health, LLC d/b/a IOD
Incorporated, a Foreign Limited Liability
16 Company; Ciox Health, LLC, a Foreign Limited
Liability Company; Hospital Development of
17 West Phoenix, Inc. d/b/a Abrazo West Campus
a Foreign For-Profit (Business) Corporation;
18 Yuma Regional Medical Center, an Arizona
Nonprofit Corporation; Orthopedic Specialists of
19 North America, PLLC d/b/a OrthoArizona, an
Arizona Professional Limited Liability Company;
20 Record Reproduction Services, LLC, a Foreign
Limited Liability Company; Record Reproduction
21 Services, LLC d/b/a RRS Medical, LLC, a
Foreign Limited Liability Company; ScanStat

Case No. CV2021-012712

**NOTICE OF FILING
WAIVER OF SERVICE RE:
DEFENDANT : HealthSouth
Valley of the Sun Rehabilitation
Hospital, LLC d/b/a Encompass
Health Valley of the Sun**

Technologies, LLC, a Foreign Limited Liability Company; Banner Medical Group d/b/a The Orthopedic Clinic Association, an Arizona Nonprofit Corporation; Sharecare Health Data Services, LLC, a Foreign Limited Liability Company; HonorHealth, an Arizona Nonprofit Corporation; Sonoran Orthopaedic Trauma Surgeons, PLLC, an Arizona Professional Limited Liability Company; Tucson Medical Center, an Arizona Nonprofit Corporation; VHS Acquisition Subsidiary Number 1, Inc. d/b/a Abrazo Scottsdale Campus, an Arizona For-Profit Health Care Corporation; HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun, a Foreign Limited Liability Company; VHS Outpatient Clinics, Inc., d/b/a Abrazo Medical Group, a Foreign For-Profit Health Care Corporation; VHS of Arrowhead, Inc. d/b/a Abrazo Arrowhead, a Foreign For-Profit Health Care Corporation; Central Phoenix Medical Clinic, LLC, an Arizona Limited Liability Company; Banner Health d/b/a Banner Del E Webb Medical Center, an Arizona Nonprofit Corporation; Thomas Jefferson University Hospitals, Inc., a Foreign Non-Profit Health Care Corporation;

Defendants.

Plaintiff, by and through counsel undersigned, hereby files the attached signed Waiver of Service of Summons for Defendant **HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun.**

DATED this 2nd day of September, 2021

MICK LEVIN, P.L.C.

/s/ Mick Levin

Mick Levin

Attorneys for Plaintiff

1 DATED this _2nd_ day of September, 2021

2 ORIGINAL of the foregoing E-FILED with:

3 Clerk of the Court
4 Maricopa County Superior Court

5 COPY of the foregoing Mailed to:

6 Jessica Gale
7 Spencer Fane, LLP
8 2415 E Camelback Rd., Suite 600
9 Phoenix, AZ 85016

10 /s/ C. Berry
11 Christy Berry
12
13
14
15
16
17
18
19
20
21
22

1 **MICK LEVIN, ESQ.**, (SBN 021891)

micklelevin@mlplc.com

2 **MICK LEVIN, P.L.C.**

3 3401 N. 32nd Street

Phoenix, AZ 85018

4 Ph: 480-865-3051 / 866-707-7222

5 Fax: 800-385-1684

6 *Attorneys for Plaintiffs*

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9
10 Mick Levin, PLC., an Arizona Professional
11 Limited Liability Company; Bache & Lynch,
12 PLLC, an Arizona Professional Limited
13 Liability Company; Marcos Morales, an adult
individual; John Novac, an adult individual;

14 Plaintiffs,

15 v.

16 Medcopy Services, Inc., d/b/a Medcopy, a
17 Foreign For-Profit (Business) Corporation;
18 American Medical Response of Maricopa,
19 LLC, a Foreign Limited Liability Company;
20 Mayo Clinic Arizona, an Arizona Nonprofit
21 Corporation; Ciox Health, LLC d/b/a IOD
22 Incorporated, a Foreign Limited Liability
23 Company; Ciox Health, LLC, a Foreign
24 Limited Liability Company; Hospital
25 Development of West Phoenix, Inc. d/b/a
26 Abrazo West Campus a Foreign For-Profit
(Business) Corporation; Yuma Regional
Medical Center, an Arizona Nonprofit
Corporation; Orthopedic Specialists of North
America, PLLC d/b/a OrthoArizona, an
Arizona Professional Limited Liability
Company; Record Reproduction Services,
LLC, a Foreign Limited Liability Company;

Case No. CV2021-012712

**WAIVER OF SERVICE RE:
DEFENDANT**

**HealthSouth Valley of the Sun
Rehabilitation Hospital, LLC
d/b/a Encompass Health
Valley of the Sun**

Record Reproduction Services, LLC d/b/a
 RRS Medical, LLC, a Foreign Limited
 Liability Company; ScanStat Technologies,
 LLC, a Foreign Limited Liability Company;
 Banner Medical Group d/b/a The Orthopedic
 Clinic Association, an Arizona Nonprofit
 Corporation; Sharecare Health Data
 Services, LLC, a Foreign Limited Liability
 Company; HonorHealth, an Arizona
 Nonprofit Corporation; Sonoran Orthopaedic
 Trauma Surgeons, PLLC, an Arizona
 Professional Limited Liability Company;
 Tucson Medical Center, an Arizona Nonprofit
 Corporaton; VHS Acquisition Subsidiary
 Number 1, Inc. d/b/a Abrazo Scottsdale
 Campus, an Arizona For-Profit Health Care
 Corporation; HealthSouth Valley of the Sun
 Rehabilitation Hospital, LLC d/b/a
 Encompass Health Valley of the Sun, a
 Foreign Limited Liability Company; VHS
 Outpatient Clinics, Inc., d/b/a Abrazo Medical
 Group, a Foreign For-Profit Health Care
 Corporation; VHS of Arrowhead, Inc. d/b/a
 Abrazo Arrowhead, a Foreign For-Profit
 Health Care Corporation; Central Phoenix
 Medical Clinic, LLC, an Arizona Limited
 Liability Company; Banner Health d/b/a
 Banner Del E Webb Medical Center, an
 Arizona Nonprofit Corporation; Thomas
 Jefferson University Hospitals, Inc., a
 Foreign Non-Profit Health Care Corporation;

Defendants.

TO: Plaintiffs and Mick Levin, attorney:

I, Jessica Gale, acknowledge receipt of your request that I waive
 service of summons upon **HealthSouth Valley of the Sun Rehabilitation
 Hospital, LLC d/b/a Encompass Health Valley of the Sun.** in the above

1 captioned action in the Superior Court of the State of Arizona in and for the County
2 of Maricopa.

3 I have received a copy of the complaint in the action, two copies of this
4 instrument, and a means by which I can return the signed waiver to you without
5 cost to me. I agree to save the cost of service of a summons and an additional copy
6 of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I
7 am acting) be served with judicial process in the manner provided by the Arizona
8 Rules of Civil Procedure.
9

10 I (or the entity on whose behalf I am acting) will retain all defenses or
11 objections to the lawsuit or to the jurisdiction or venue of the court except for objec-
12 tions based on a defect in the summons or in the service of the summons.
13

14 I understand that a judgment may be entered against me (or the party on
15 whose behalf I am acting) if an answer or motion under Rule 12 is not served upon
16 you within sixty (60) days after the Request for Waiver of Service of Summons was
17 sent, or within ninety (90) days after that date if the request was sent outside the
18 United States.
19

20 DATED this 1st day of September, 2021

21 Spencer Fane LLP
22 Representative for HealthSouth Valley of the Sun Rehabilitation
23 Hospital, LLC d/b/a Encompass Health Valley of the Sun

24 **DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS**

25 Rule 4.1 and Rule 4.2 of the Arizona Rules of Civil Procedure require certain
26 parties to cooperate in saving unnecessary costs of service of the summons and

1 the pleading. A defendant located in the United States who, after being notified of
2 an action and asked by a plaintiff located in the United States to waive service of a
3 summons, fails to do so will be required to bear the cost of such service unless
4 good cause be shown for its failure to sign and return the waiver.
5

6 It is not good cause for a failure to waive service that a party believes that the
7 complaint is unfounded, or that the action has been brought in an improper place or
8 in a court that lacks jurisdiction over the subject matter of the action or over its
9 person or property. A party who waives service of the summons retains all
10 defenses and objections (except any relating to the summons or to the service of
11 the summons), and may later object to the jurisdiction of the court or to the place
12 where the action has been brought.
13

14 A defendant who waives service must, within the time specified on the waiver
15 form, serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the
16 complaint and also must file a signed copy of the response with the court. If the
17 answer or motion is not served within this time, a default judgment may be taken
18 against that defendant. By waiving service, a defendant is allowed more time to
19 answer than if the summons had been actually served when the request for waiver
20 of service was received.
21
22
23
24
25
26

1 **MICK LEVIN, ESQ., (SBN 021891)**

micklelevin@mlplc.com

2 **MICK LEVIN, P.L.C.**

3401 N 32nd Street

Phoenix, AZ 85018

Ph: 480-865-3051 / 866-707-7222

Fax: 800-385-1684

5 *Attorneys for Plaintiff*

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF MARICOPA**

8 Mick Levin, PLC., an Arizona Professional
9 Limited Liability Company; Bache & Lynch,
PLLC, an Arizona Professional Limited Liability
10 Company; Marcos Morales, an adult individual;
John Novac, an adult individual;

11 Plaintiffs,

12 v.

13 Mediacopy Services, Inc., d/b/a Mediacopy, a
14 Foreign For-Profit (Business) Corporation;
American Medical Response of Maricopa, LLC,
15 a Foreign Limited Liability Company; Mayo
Clinic Arizona, an Arizona Nonprofit
16 Corporation; Ciox Health, LLC d/b/a IOD
Incorporated, a Foreign Limited Liability
17 Company; Ciox Health, LLC, a Foreign Limited
Liability Company; Hospital Development of
18 West Phoenix, Inc. d/b/a Abrazo West Campus
a Foreign For-Profit (Business) Corporation;
19 Yuma Regional Medical Center, an Arizona
Nonprofit Corporation; Orthopedic Specialists of
20 North America, PLLC d/b/a OrthoArizona, an
Arizona Professional Limited Liability Company;
21 Record Reproduction Services, LLC, a Foreign
Limited Liability Company; Record Reproduction
22 Services, LLC d/b/a RRS Medical, LLC, a

Case No. CV2021-012712

**NOTICE OF FILING
WAIVER OF SERVICE RE:
DEFENDANT : ScanStat
Technologies, LLC**

Foreign Limited Liability Company; ScanStat Technologies, LLC, a Foreign Limited Liability Company; Banner Medical Group d/b/a The Orthopedic Clinic Association, an Arizona Nonprofit Corporation; Sharecare Health Data Services, LLC, a Foreign Limited Liability Company; HonorHealth, an Arizona Nonprofit Corporation; Sonoran Orthopaedic Trauma Surgeons, PLLC, an Arizona Professional Limited Liability Company; Tucson Medical Center, an Arizona Nonprofit Corporation; VHS Acquisition Subsidiary Number 1, Inc. d/b/a Abrazo Scottsdale Campus, an Arizona For-Profit Health Care Corporation; HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun, a Foreign Limited Liability Company; VHS Outpatient Clinics, Inc., d/b/a Abrazo Medical Group, a Foreign For-Profit Health Care Corporation; VHS of Arrowhead, Inc. d/b/a Abrazo Arrowhead, a Foreign For-Profit Health Care Corporation; Central Phoenix Medical Clinic, LLC, an Arizona Limited Liability Company; Banner Health d/b/a Banner Del E Webb Medical Center, an Arizona Nonprofit Corporation; Thomas Jefferson University Hospitals, Inc., a Foreign Non-Profit Health Care Corporation;

Defendants.

Plaintiff, by and through counsel undersigned, hereby files the attached signed Waiver of Service of Summons for Defendant **ScanStat Technologies, LLC.**

DATED this 9th day of September, 2021

MICK LEVIN, P.L.C.

/s/ Mick Levin

Mick Levin

Attorneys for Plaintiff

1 DATED this _9th__ day of September, 2021

2 ORIGINAL of the foregoing E-FILED with:

3 Clerk of the Court
4 Maricopa County Superior Court

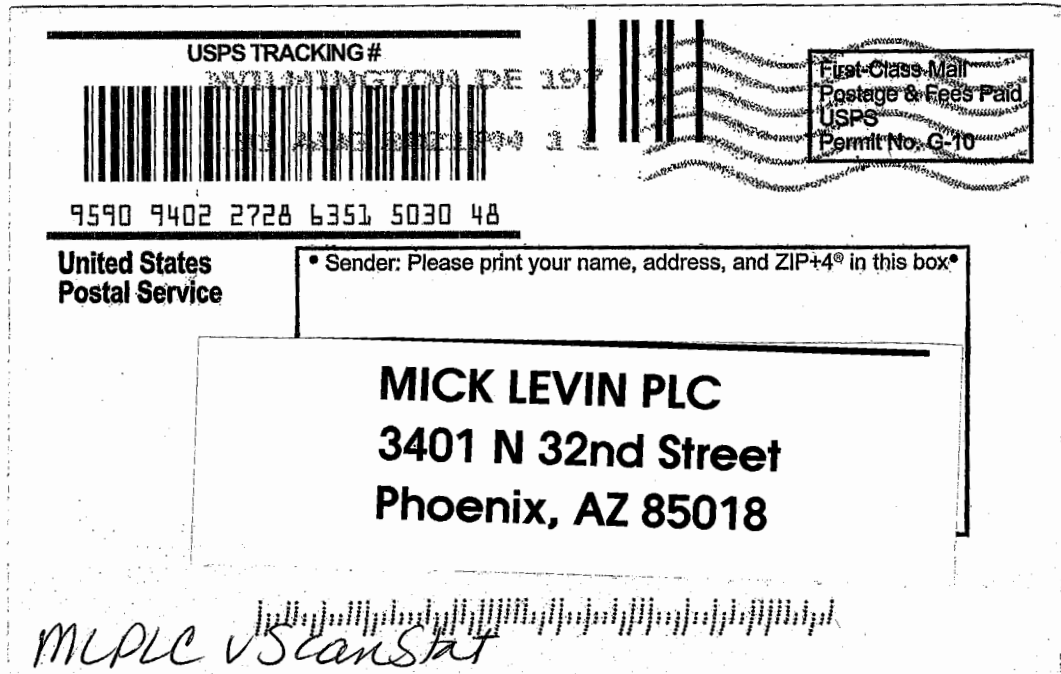
5 COPY of the foregoing Mailed to:

6 ScanStat Technologies, LLC
c/o Statutory Agent
7 Registered Agent Solutions, Inc.
9 E. Loockerman St., Ste. 311
8 Dover, DE 19901

9 /s/ C. Berry

10 Christy Berry

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature X <i>AW C1 C9</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p><i>SCANSTAT TECH</i> <i>40 STAT AGENT</i> <i>Registered Agent Station</i> <i>9 E. Lockerman St #311</i> <i>DOVER, DE 19901</i></p>	<p>B. Received by (Printed Name) <i>J. Woods</i> C. Date of Delivery <i>8/30/21</i></p>
<p>2. Article Number (Transfer from service label)</p> <p><i>7020 0640 0002 1392 4174</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>9590 9402 2728 6351 5030 48</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500)</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>



1 SPENCER FANE LLP
2 Andrew M. Federhar (No. 006567)
3 Jessica A. Gale (No. 030583)
4 2415 E. Camelback Road, Suite 600
5 Phoenix, Arizona 85016
6 Telephone: (602) 333-5400
7 Facsimile: (602) 333-5431
8 afederhar@spencerfane.com
9 jgale@spencerfane.com

10 Attorneys for Defendant HealthSouth Valley of the
11 Sun Rehabilitation Hospital, LLC d/b/a
12 Encompass Health Valley of the Sun

13
14 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
15
16 IN AND FOR THE COUNTY OF MARICOPA

17 Mick Levin, PLC., an Arizona
18 Professional Limited Liability Company;
19 Bache & Lynch, PLLC, an Arizona
20 Professional Limited Liability Company;
21 Marcos Morales, an adult individual; John
22 Novac, an adult individual

23 Plaintiff,

24 v.

25 Medcopy Services, Inc., d/b/a Medcopy,
26 a Foreign For-Profit (Business)
27 Corporation; American Medical Response
28 of Maricopa, LLC, a Foreign Limited
Liability Company; Mayo Clinic Arizona,
an Arizona Nonprofit Corporation; Ciox
Health, LLC d/b/a IOD Incorporated, a
Foreign Limited Liability Company; Ciox
Health, LLC, a Foreign Limited Liability
Company; Hospital Development of West
Phoenix, Inc. d/b/a Abrazo West Campus a
Foreign For-Profit (Business) Corporation;
Yuma Regional Medical Center, an
Arizona Nonprofit Corporation;
Orthopedic Specialists of North America,
PLLC d/b/a OrthoArizona, an Arizona
Professional Limited Liability Company;
Record Reproduction Services, LLC, a
Foreign Limited Liability Company;
Record Reproduction Services, LLC d/b/a
RRS Medical, LLC, a Foreign Limited
Liability Company; ScanStat
Technologies, LLC, a Foreign Limited
Liability Company; Banner Medical
Group d/b/a The Orthopedic Clinic
Association, an Arizona Nonprofit

Case No. CV2021-012712

NOTICE OF APPEARANCE

(The Hon. Jay Adelman)

Corporation; Sharecare Health Data Services, LLC, a Foreign Limited Liability Company; HonorHealth, an Arizona Nonprofit Corporation; Sonoran Orthopaedic Trauma Surgeons, PLLC, an Arizona Professional Limited Liability Company; Tucson Medical Center, an Arizona Nonprofit Corporation; VHS Acquisition Subsidiary Number 1, Inc. d/b/a Abrazo Scottsdale Campus, an Arizona For-Profit Health Care Corporation; HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun, a Foreign Limited Liability Company; VHS Outpatient Clinics, Inc., d/b/a Abrazo Medical Group, a Foreign For-Profit Health Care Corporation; VHS of Arrowhead, Inc. d/b/a Abrazo Arrowhead, a Foreign For-Profit Health Care Corporation; Central Phoenix Medical Clinic, LLC, an Arizona Limited Liability Company; Banner Health d/b/a Banner Del E Webb Medical Center, an Arizona Nonprofit Corporation; Thomas Jefferson University Hospitals, Inc., a Foreign Non-Profit Health Care Corporation;

Defendants.

Andrew M. Federhar and Jessica A. Gale, of the law firm of Spencer Fane LLP, hereby give notice of their appearance as counsel of record for Defendant HealthSouth Valley of the Sun Rehabilitation Hospital, LLC d/b/a Encompass Health Valley of the Sun in the above-captioned matter.

DATED this 3rd day of September, 2021.

SPENCER FANE LLP

/s/ Andrew M. Federhar

Andrew M. Federhar
Jessica A. Gale
Attorneys for Defendant
HealthSouth Valley of the Sun
Rehabilitation Hospital, LLC d/b/a
Encompass Health Valley of the
Sun

1 E-FILED this 3rd day of
2 September, 2021, and a
3 COPY e-mailed/mailed the
4 same date to:

5 Mick Levin, ESQ.
6 MICK LEVIN, P.L.C.
7 3401 N. 32nd Street
8 Phoenix, AZ 85018
9 micklevin@mlplc.com
10 Attorney for Plaintiffs

11 /s/ Katrina Thomas